

Exhibit C-1 – Draft Sample Contract

	PROFESSIONAL SERVICES CONTRACT for Interpreter Services Face to Face	HCA Contract Number: K Resulting from Solicitation Number (If applicable: RFP2474 Contractor/Vendor Contract Number:
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THIS AGREEMENT is made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

CONTRACTOR NAME		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS Street		City	State	Zip Code
CONTRACTOR CONTACT		CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS	
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input type="checkbox"/> NO		CFDA NUMBER(S): 93.778;	FFATA Form Required <input type="checkbox"/> YES <input type="checkbox"/> NO	

HCA PROGRAM	HCA DIVISION/SECTION
HCA CONTACT NAME AND TITLE	HCA CONTACT ADDRESS Health Care Authority PO Box _____ (Street Address: 626 8th Avenue SE) Olympia, WA 98504-_____
HCA CONTACT TELEPHONE (360) 725-	HCA CONTACT E-MAIL ADDRESS

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
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PURPOSE OF CONTRACT:

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by HCA.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

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Attachments

Attachment 1: Confidential Security Requirements

Schedules

Schedule A: Statement of Work (SOW) Services

Exhibits

Exhibit A: HCA RFP 2474 for VRI/TelephonicFace to Face Interpreter Services
 Exhibit B: [Bidder Name] Response to HCA RFP 2474

Note: Exhibits A and B are not attached but are available upon request from the HCA Contracts Administrator.

Recitals

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Proposal (RFP) dated September 6, 2017, (Exhibit A) for the purpose of purchasing services for VRI/Telephonic Face to Face Interpreter Services and American Sign Language (ASL) services in accordance with its authority under chapters 39.26 and 41.05 RCW.

[Contractor Name] submitted a timely Response to HCA's RFP #XXXX (Exhibit B).

HCA evaluated all properly submitted Responses to the above-referenced RFQ-RFP and has identified [Contractor Name] as the Apparently Successful Bidder.

HCA has determined that entering into a Contract with [Contractor Name] will meet HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA awards to [Contractor Name] this Contract, the terms and conditions of which will govern Contractor's providing to HCA the [describe services being purchased - purpose of the contract] Services.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: *Statement of Work*.

2. DEFINITIONS

"Administrative Costs" means the Contractor's costs of operations (salaries, accounting, information technology, supplies, utilities etc.), not including expenses or payment to Interpreters for direct services. Also does not include Service Costs.

"Appointment Record" means the electronic or paper form used by the Requestor, the Interpreter, and the Contractor to record and track an interpretation Encounter. This form will be provided to the Apparently Successful Bidder by HCA.

"American Sign Language" means the visual language of the Deaf community in the United States. American Sign Language requires the use of facial expressions, hand shapes, body language, and gestures. ASL includes its own syntax and grammar structure that is different from English and any other spoken or foreign language.

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Authorized Requestor" means HCA contracted healthcare providers who have signed a core provider agreement, Department of Social and Health Services (DSHS) staff, HCA Interpreter Service program managers, or other state agency authorized personnel.

“Breach” means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

“Business Associate” means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

“Business Days and Hours” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Centers for Medicare and Medicaid Services” or **“CMS”** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

“CFR” means the Code of Federal Regulations. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

“Client/Clients” means any person determined eligible for, and/or receiving state covered Medicaid services as authorized by the Agency.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“Contract” means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

“Contractor” means [Contractor Name], its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Covered entity” means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form to carry out financial or administrative activities related to health care, as defined in 45 CFR 160.103.

“Customer Services Center” means the Contractor(s) primary office or business location used to station staff to process, schedule, assign, and manage Requests for interpreting services.

“Data” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

“Direct Costs” means as defined by the State Administrative and Accounting Manual (SAAM) as costs that include direct materials and labor.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“HCA Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

“Health Care Authority” or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“Indirect Costs” as defined by State Administrative and Accounting Manual (SAAM) as costs that cannot be directly charged to an activity (e.g. depreciation and other administrative and support costs).

“Interpreter” means individual who transfers a message from one language to another:

“Interpreter Services Program” means the HCA program established to ensure equal access to services by providing Spoken and Sign Language Interpreter Services to Authorized Requestors

“Language Testing and Certification Program (LTC)” means the section within DSHS that is responsible for the administration of testing and certification in foreign languages for DSHS employees, contracted Interpreters and translators.

“Medicaid” as defined in WAC 182-500-0070, means the federal aid Title XIX program of the Social Security Act under which medical care is provided to eligible Clients.

“National Association of the Deaf (NAD)” means a national membership association that previously administered testing for certification of Sign Language Interpreters. NAD testing was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing system. NAD certified Interpreters have been incorporated into RID’s Certification Maintenance Program and their credentials are maintained by RID <http://rid.org/>.

“National Provider Identification (NPI)” means a federal system used by HCA for uniquely identifying all providers of healthcare services, supplies, and equipment.

“National Interpreting Certification (NIC)” means new interpreting certifications with three levels developed by the joint NAD-RID Task Force. Testing is administered by RID <http://rid.org/>.

“Overpayment” means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

“Proprietary Information” means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Protected Health Information” or **“PHI”** means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

“Registry of Interpreters for the Deaf (RID)” means a national membership association that administers testing for certification of Sign Language Interpreters. RID testing for RID certification was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing. RID certified Interpreters are grandfathered into the NIC certification system.

“Request” means each contact by a Requestor with a Contractor seeking an Interpreter for a specific language, date and time:

“Denied Request” means any Request for Interpreter Services that is not within the scope of this Contract and is denied at the time of the Request.

“Filled Request” means the status of a Request once a specific Interpreter has been assigned.

“Urgent Request” means Interpreter Services which are requested with less than one (1) day notice and/or after the Contractor’s regular business hours, which cannot wait for a response until the next regular business day of the Contractor.

“Pending Request” means the status of a Request until a specific Interpreter has been assigned to the appointment.

“Pre-Scheduled Request” means Request for Interpreter Services received two (2) or more days in advance of the scheduled time.

“Unfilled Request” means any Request for Interpreter Services that is within the scope of this Contract but remains unfilled after the Requested appointment time.

“Response” means Contractor’s Response to HCA’s RFP #[2483-2474](#) for [VRI/Telephonic/Face to Face](#) Interpreter Services and is Exhibit B hereto.

“RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“RFP” means the Request for Proposal used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

“Service Cost” means the actual total cost (Interpreter Service payment, mileage, and other expense reimbursement) of providing Interpreter Services. Does not include Administrative costs.

“Social and Health Services, Department of” or **“DSHS”** means the Washington State agency responsible for providing a broad array of health care and social services and its employees and authorized agents.

“Spoken Language Interpreter” means an individual who facilitates communication between individuals who speak different languages; Spoken Language Interpreter listens to the spoken words, inflections, and intent in one (1) language and simultaneously or consecutively renders the message to another Spoken Language.

“Statement of Work” or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Schedule A hereto.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“Subrecipient” means a contractor operating a federal or state assistance program receiving federal funds and having the authority to determine both the services rendered and disposition of program. See OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for additional detail.

“Translation” means written interpretation of a document from one language to another.

“Union” means the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO in accordance with the provisions of RCW 41.56.

“USC” means the United States Code. All references in this Contract to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

“Urgent CareRequests” means an unplanned appointment for a covered medical service with verification from an attending physician or facility that the Client must be seen that day or the following day.

“WAC” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and
- 3.1.8 Provision of high quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on July 1, 2018, or date of last signature, whichever is later, and continue through June 30, 2020, unless terminated sooner as provided herein and contingent on the approval of the Center for Medicare and Medicaid Innovation (CMMI).
- 3.2.2 This Contract may be extended through June 30, 2026 in three (3) two-year periods as HCA deems appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.
- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

- 3.3.1 The Maximum Compensation payable to Contractor for the for Contractor Administration Costs for performance of all things necessary for or incidental to the performance of work as set forth in Schedule A: *Statement of Work* is ~~seventy-one thousand seven~~

~~hundred and forty-eight dollars XXXXXXX)~~ two million nine hundred fifty eight thousand, two hundred fifty two dollars (\$2,958,252.00).

3.3.2 Allocations described below shall apply during the period July 1, 2018 through June 30, 2020.

3.3.2.1 Rates:

3.3.2.1.1 Effective July 1, 2018: The direct Interpreter Service Rate for spoken language Interpreters utilizing face-to-face will be paid at thirty-eight dollars and fifty cents (\$38.50) per hour. The direct Interpreter Service Rate for spoken language Interpreters utilizing telephonic modalities will be paid at sixty cents (\$.60) per minutes.

3.3.2.1.2 Effective July 1, 2019: The direct Interpreter Service Rate for spoken language Interpreters utilizing face-to-face will be paid at thirty-nine dollars and seventy-six (\$39.76) per hour. The direct Interpreter Service Rate for spoken language Interpreters utilizing Video Remote (VRI) will be paid at two dollars and eighty-five cents (\$2.85) for the first ten minutes and sixty cents (\$.60) per minute thereafter.

~~3.3.2.1.23.3.2.1.3~~ The direct Interpreter Service Rate for American Sign Language will be according to the Office of Deaf and Hard of Hearing (ODHH) payment rates and policies.

3.3.2.2 Source(s) of Funds. The above maximum amount payable under this Contract, for the services to be provided, based on the amount(s) of funding from the following sources:

3.3.2.2.1 Fifty percent (50%) is allotted under this Contract from federal funds received under the United State Department of Health and Human Services, Centers for Medicare and Medicaid Services, program CFDA # 93.778; and

3.3.2.2.2 Fifty percent (50%) is allotted under this Contract from Washington General Funds-State appropriations.

3.4 INVOICE AND PAYMENT

3.4.1 Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: Acctspay@hca.wa.gov. Include the HCA Contract number in the subject line of the email.

3.4.2 Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement. All

invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.

- 3.4.3 Contractor must submit properly itemized invoices to include the following information, as applicable:
 - 3.4.3.1 HCA Contract number K ;
 - 3.4.3.2 Contractor name, address, phone number;
 - 3.4.3.3 A complete list of all HCA billable services for the administrative month;
 - 3.4.3.4 Date(s) of delivery;
 - 3.4.3.5 Net invoice price for each item;
 - 3.4.3.6 Applicable taxes;
 - 3.4.3.7 A breakdown of percentage of DSHS and HCA portion;
 - 3.4.3.8 Total invoice price; and
 - 3.4.3.9 Payment terms and any available prompt payment discount.
- 3.4.4 HCA will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.
- 3.4.5 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 3.4.6 Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.
- 3.4.7 Submit electronic claims for direct interpreter services to the HCA on-line payment processing system named ProviderOne within ninety (90) calendar days from the date the interpreter service is rendered. The Contractor must comply with HCA's ProviderOne Billing and Resource Guide at: <https://www.hca.wa.gov/billers-providers/claims-and-billing/professional-rates-and-billing-guides>.
- 3.4.8 The Contractor must create a payment reimbursement process to requestors when Contractor is unable to fill a specific interpreter request. The Contractor must verify:
 - 3.4.8.1 Client is Medicaid eligible;
 - 3.4.8.2 Service is a Medicaid eligible benefit; and
 - 3.4.8.3 Requestor has paid service cost to interpreter/agency directly.
- 3.4.9 The Contractor will assume responsibility for payment to Contractor's employees for wages, benefits, and all consideration or reimbursement to the Contracted Interpreters.

3.4.10 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.4.11 HCA does not pay for interpreter services for the following medical facilities/situations:

3.4.11.1 Inpatient hospital services (e.g. labor and delivery);

3.4.11.2 Nursing facility services ~~(covered by Aging and Adult Services)~~;

3.4.11.3 Services provided by any other facility, agency, or requestor that is required by federal or state law, regulation, or rules to provide those services (e.g. public health agencies, public hospitals and local health jurisdictions);

3.4.11.4 Community mental health centers, mental health clinics or mental health institution services covered by ~~Regional Support Network~~ Behavioral Health Organizations;

3.4.11.5 Alcohol or other drug-related treatment centers/programs covered by Regional Support Network;

3.4.12 HCA will reimburse the Contractor for Client or Requestor No-Shows and Cancelled Appointments, when:

3.4.12.1 The appointment was cancelled no earlier than the scheduled date and time of service, but the Interpreter still arrived at the scheduled appointment time; ~~and~~

3.4.12.2 The appointment for spoken language services was cancelled less than 24 hours from the start of the scheduled date and time of service; ~~and~~

~~3.4.12.2~~ 3.4.12.3 The appointment for ASL services was cancelled less than 48 hours from the start of the scheduled date and time of service.

3.4.13 HCA may, at its sole discretion, withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any terms or conditions of this Contract. This right to withhold payments for noncompliance is in addition to, and not in lieu of, any and all rights of HCA under this Contract or by law.

3.4.14 No monetary fines shall be assessed against any Interpreter for any behavior or failure to complete any Encounter. If inappropriate behavior continues to occur and with proper documentation, the Contractor should follow the required corrective action plan, up to permanent suspension of the Interpreter. All corrective actions and written notifications must be reported to the Interpreter Services Program Manager.

3.5 PERFORMANCE INCENTIVES AND PENALTIES

The implementation of performance incentives during the first (1st) year of this Contract will consist of establishing the Contractor's baseline standards to be used in subsequent years of the Contract. Performance based incentives or penalties shall be applied beginning the second year of this contract.

- 3.5.1 The baseline will be established during a twelve (12) month period, beginning the date of execution. Incentives and penalties will be implemented beginning the first month of the second year (13th month) of the period of performance.
- 3.5.2 Withholding 1% of the approved administrative rate, and establishing performance measures for the Contractor to earn back this 1%. Examples include:
 - 3.5.2.1 Increasing fill rates for languages of lesser diffusion;
 - 3.5.2.2 Recruiting interpreters for languages of lesser diffusion, or in geographic areas needing additional interpreters;
 - 3.5.2.3 Implementing process improvements to reduce or eliminate barriers for interpreters or providers in obtaining language access services;
- 3.5.3 Reducing up to 1% of the approved administrative rate for non-compliance or failing to meet specific performance measures. Examples include:
 - 3.5.3.1 Failure to meet critical contract deliverables, performance measures, or milestones;
 - 3.5.3.2 Failure to demonstrate appropriate effort towards resolving non-compliance (contract deliverables, performance measures, milestones ~~eteetc.~~);
 - 3.5.3.3 Failure to meet fill rates and/or failure to demonstrate appropriate effort towards increasing fill rates.

3.6 COLLECTIVE BARGAINING AGREEMENT (CBA) REQUIREMENTS

- 3.6.1 In accordance with RCW 41.56.113, The Contractor must:
- 3.6.2 Deduct the monthly amount of Union membership dues from all paying union bargaining unit Interpreters performing services under this Contract.
- 3.6.3 Transmit deductions and fees electronically to the Union at the Union's official headquarters no later than the five (5) business days following receipt of payment to the Contractor. A list, including the full name, address, and tax identification number or other unique identification number of those for whom the deductions have been taken will accompany the payments.

3.6.4 Provide HCA a monthly record showing that dues or fees have been deducted as specified in ~~(a)-(c)~~the subsections above.

3.6.5 Voluntary Deduction. The Contractor must:

3.6.5.1 Provide for the deduction from the payments to an Interpreter who is a member of the Union and is covered under Section 11.1 a, of CBA, AFSCME PEOPLE as provided for in a written authorization.

3.6.5.2 Such authorization must be executed by the Interpreter and may be revoked by the Interpreter at any time by giving written notice to both the Contractor and the Union.

3.6.5.3 Remit any deductions made pursuant to this provision to the Union, at the specific address designated by the Union, with a report showing;

3.6.5.3.1 Interpreter name;

3.6.5.3.2 Tax Identification Number or other unique identification number;

3.6.5.3.3 Amount deducted.

3.6.6 Status Reports. The Contractor must provide electronically, to the Union, a monthly report with the data listed in subsection 3.6.6.1 below for each Interpreter in the bargaining unit who was paid through the Contractor:

3.6.6.1 Tax Identification Number or other unique identification number;

3.6.6.2 Full name of the interpreter;

3.6.6.3 Home address;

3.6.6.4 E-mail if available;

3.6.6.5 Cell phone number if available;

3.6.6.6 Home phone number if available;

3.6.6.7 Working languages

3.6.6.8 Total amount of time and dollar amount paid for each month for each modality; and Total amount deducted for each deduction type.

3.6.7 ASL Interpreters are not covered under the CBA for this contract.

3.7 CONTRACTOR AND HCA CONTRACT MANAGERS

3.7.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA

Contract Manager for all business matters, performance matters, and administrative activities.

- 3.7.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.
- 3.7.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		Health Care Authority Contract Manager Information	
Name:		Name:	
Title:		Title:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

3.8 KEY STAFF

- 3.8.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the Statement of Work (SOW) from the people who were described in the Response for the first SOW or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.8.2 During the term of the Statement of Work (SOW), HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

3.9 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

- 3.9.1 In the case of notice to the Contractor:

[Contractor Contact Information]

3.9.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702

3.9.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

3.9.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.10 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.10.1 Applicable Federal and State of Washington statutes and regulations;

3.10.2 Recitals

3.10.3 Special Terms and Conditions;

3.10.4 General Terms and Conditions;

3.10.5 Schedule A(s): Statement(s) of Work;

3.10.6 Exhibit A: *HCA RFP #XXXX for Services, dated* ;

3.10.7 Exhibit B: *Contractor's Response* dated ; and

3.10.8 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.11 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

3.11.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2

million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 3.11.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- 3.11.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.11.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insured's under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

4.2 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

4.3 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4.4 ASSIGNMENT

- 4.4.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.36, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Contract will be null and void.
- 4.4.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.
- 4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

4.6 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.7 CONFIDENTIAL INFORMATION PROTECTION

- 4.7.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: *Confidential Information Security Requirements*).

- 4.7.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.7.3 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.7.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 CONFIDENTIAL INFORMATION SECURITY

The federal government, including the Centers for Medicare and Medicaid Services (CMS), and the State of Washington all maintain security requirements regarding privacy, data access, and other areas. Contractor is required to comply with the Confidential Information Security Requirements set out in Attachment 1 to this Contract and appropriate portions of the Washington OCIO Security Standard, 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>).

4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

- 4.9.1 Contractor must notify the HCA Privacy Officer (HCAPrivacyOfficer@hca.wa.gov) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 4.9.2 Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold HCA harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents.
- 4.9.3 If notification of the Breach or possible Breach must (in the judgment of HCA) be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.254.010, or other law or rule, then:
- 4.9.3.1 HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services Secretary (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
- 4.9.3.2 In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers

appropriate to protect HCA clients (such as paying for regular credit watches in some cases).

- 4.9.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 4.9.4 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 7) of all Confidential Information.
- 4.9.5 Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

4.10 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.11 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.12 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

4.13 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

- 4.13.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.
- 4.13.2 A party's request for a dispute resolution must:
 - 4.13.2.1 Be in writing;
 - 4.13.2.2 Include a written description of the dispute;
 - 4.13.2.3 State the relative positions of the parties and the remedy sought;
 - 4.13.2.4 State the Contract Number and the names and contact information for the parties;
- 4.13.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.
- 4.13.4 Payment Disputes
 - 4.13.4.1 Disputes related to payments made by HCA under this contract shall be resolved at the local level (i.e. between the Authorized Requester and the Contractor) with the exception of medical providers.
 - 4.13.4.2 Disputes regarding services provided to medical providers must be resolved with the Health Care Authority (HCA) Interpreter Services Section.
 - 4.13.4.3 If a resolution cannot be achieved at the local level, the dispute shall be forwarded by the Requester and/or Contractor to the Requester's designated HCA representative, pursuant to procedures established by HCA.
 - 4.13.4.4 The Contractor and HCA shall be responsible for exercising due diligence in identifying procedures related to the local level handling and forwarded

appeals of payment disputes. Action pursuant to this clause by either party shall not be construed as a waiver of any legal avenue of recourse available through this contract.

4.14 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.43 *Warranties*.

4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

- 4.15.1 This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.
- 4.15.2 To comply with the act and be eligible to enter into this Contract, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at www.dnb.com.
- 4.15.3 Information about Contractor and this Contract will be made available on www.uscontractorregistration.com by HCA as required by P.L. 109-282. HCA's Attachment 3: *Federal Funding Accountability and Transparency Act Data Collection Form*, is considered part of this Contract and must be completed and returned along with the Contract.

4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

- 4.17.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;
- 4.17.2 Renegotiate the Contract under the revised funding conditions; or

- 4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
- 4.17.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
- 4.17.3.2 When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
- 4.17.3.3 If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

4.20 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or Breach of its confidentiality and notification obligations under Section 4.7 *Confidential Information Protection* and Section 4.8 *Confidentiality Breach-Required Notification*, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and his or her employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold himself/herself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

4.22 INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this Contract.

4.23 LEGAL AND REGULATORY COMPLIANCE

4.23.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

4.23.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

4.23.3 Failure to comply with any provisions of this section may result in Contract termination.

4.24 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.25 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

4.26 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of

1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

4.27 OVERPAYMENTS TO CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor shall refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 *Disputes*.

4.28 PUBLICITY

- 4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.
- 4.28.3 All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: "The project described was supported by Funding Opportunity Number CMS-1G1-14-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work performed under an HHS project must be sent to the HCA Contract Manager via email by January 31, 2017 or the end date of this agreement, whichever is later.

4.29 RECORDS AND DOCUMENTS REVIEW

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and

properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].

4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive, but are in addition to all other remedies available under law.

4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

4.32 RIGHTS IN DATA/OWNERSHIP

4.32.1 HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract will be considered a *work for hire* under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

4.32.2 If for any reason the Work Product would not be considered a *work for hire* under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

4.34 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.35 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon

reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

4.36 SUBCONTRACTING

- 4.36.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- 4.36.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 4.36.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.36.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 4.36.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.37 SUBRECIPIENT

4.37.1 General

If the Contractor is a subrecipient (as defined in 45 CFR 75.2 and 2 CFR 200.93) of federal awards, then the Contractor, in accordance with 2 CFR 200.501 and 45 CFR 75.501, shall:

- 4.37.1.1 Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 4.37.1.2 Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of

contracts or grant agreements that could have a material effect on each of its federal programs;

- 4.37.1.3 Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 4.37.1.4 Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- 4.37.1.5 Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;
- 4.37.1.6 Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and
- 4.37.1.7 Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

4.37.2 Single Audit Act Compliance

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- 4.37.2.1 Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- 4.37.2.2 Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings."

4.37.3 Overpayments

- 4.37.3.1 If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor shall refund the full amount to HCA as provided in Section 4.27 *Overpayments to Contractors*.

4.38 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Confidential Information Protection*, *Confidential Information Breach – Required Notification*, *Contractor’s Proprietary*

Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.39 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.40 TERMINATION

4.40.1 TERMINATION FOR DEFAULT

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.40.2 TERMINATION FOR CONVENIENCE

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.40.3 TERMINATION FOR NONALLOCATION OF FUNDS

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.40.4 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.40.5 TERMINATION FOR CONFLICT OF INTEREST

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.41 TERMINATION PROCEDURES

4.41.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.41.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.13 *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.41.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

- 4.41.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;
- 4.41.3.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- 4.41.3.3 Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 4.41.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
- 4.41.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- 4.41.3.6 Complete performance of any part of the work that was not terminated by HCA; and
- 4.41.3.7 Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

4.42 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

4.43 WARRANTIES

- 4.43.1 Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- 4.43.2 Contractor represents and warrants that it shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.43.3 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts,

and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

Approved as to Form:

This contract format was approved by the Office of the Attorney General. Approval on file.

DRAFT

Schedule A
Statement of Work

The Contractor must provide services and deliverables, and otherwise do all things necessary for or incidental to the performance of work as set forth below and as agreed upon between Contractor and HCA.

A. General Requirements. The Contractor must:

- a) Maintain a business location in the state of Washington.
 - i. The contractor's Service Area for this contract will include the State of Washington and border cities in Oregon and Idaho State:
 - ii. Border cities:
 - 1) Oregon: Astoria, Hermiston, Hood River, Milton-Freewater, Portland, Rainier, and The Dalles.
 - 2) Idaho: Coeur D'Alene, Lewiston, Moscow, Priest River and Sandpoint.
- b) Publically post to the contractors website, hours of operation to provide assistance to Authorized Requestors and subcontracted Interpreters by phone, email, fax or other methods of communication
- c) Assume sole responsibility for all work performed under this Contract by:
 - i. The Contractor's employees, officers, directors, agents, representatives, and associates;
 - ii. Interpreter Service Subcontractors;
 - iii. The Contractor (and its employees, volunteers and board) shall have no legal affiliations or connection to any subcontractor over which they have control or from whom they directly or indirectly benefit.
- d) Adhere to the terms and conditions of the WFSE, AFSCME Council 28, Language Access Providers Collective Bargaining Agreement (CBA) as currently written, or as hereafter amended and any successor CBA. <http://www.ofm.wa.gov/labor/agreements/default.asp>.

B. Customer Service Requirements. The Contractor must

- a) Provide In-person Interpreter Services through direct written subcontracts with spoken and sign language interpreters
- b) Provide on-demand and pre-scheduled Interpreter Service Requests.
- c) Provide DSHS Authorized, Certified or Recognized Interpreters through direct written subcontracts with spoken Interpreters.
- d) Provide RID certified interpreters through direct written subcontracts with sign language interpreters;

- e) Verify client eligibility, process, schedule, assign, and manage requests utilizing web-based technology, Sunday through Saturday twenty-four (24) hours a day and seven (7) days a week.
- f) Requests submitted outside of automated system such as: email, telephone or facsimile transmission technologies will be processed no later than the next business day, Monday through Friday, 8:00 a.m. to 5:00 p. m., Pacific Time.
- g) Provide a local and toll-free number for Authorized Requestors.
- h) Provide a local and toll-free number for subcontracted interpreters.
- i) Provide staff and telephone lines to achieve ninety percent (90%) of all incoming calls, including hearing-impaired system calls, to be answered within thirty (30) seconds.
- j) A phone answering machine or electronic voice mail may be used when offered as an option to the Requestor; however, Requestors shall be given the option of staying in queue to reach a staff person during regular business hours.
- k) Provide staff to process, schedule, assign, manage and monitor the web-based/online scheduling system, email, telephone or facsimile transmission requests.
- l) Remit amounts due to Interpreters no later than fifteen (15) business days after receipt of the payment for Interpreter Services from HCA and seven (7) business days from DSHS.
- m) Utilize and complete the appointment record form either electronically or in paper for all appointments and encounters. The appointment record form will be made available on the HCA website to Requestors and Interpreters.
- n) Ensure Authorized Requestors document the arrival and departure times of the interpreter and the appointment start and end times. This may be completed electronically or in paper
- o) Provide technology solutions for check in/out such as cell phone applications, tablets, Quick Response Code (QR) or other solutions that meet the needs of Authorized Requestors and/or subcontracted Interpreters.
- p) Monitor technology solutions and implement changes or new technologies to improve the check in/out process
- q) Upon receipt of a request from a Requestor, or from HCA or DSHS authorized staff, schedule Interpreter Services in conjunction with a Client's scheduled appointment.
- r) Have the ability to receive electronic data files from HCA's ProviderOne system for the use of client eligibility information, or build a retrieval system that interfaces with HCA's ProviderOne system.
- s) Have personnel policies that conform to federal, Washington State, and local statues and ordinances.
- t) Update and make available all materials related to the program procedures, policy or other documents and trainings, within ten (10) business days after receiving the change from HCA.

- u) Maintain a list of current Contractor employees assigned to the performance of this Contract, including employees' names, titles, supervisory relationships, and in organizational chart format; provide the list immediately to HCA staff upon request.
- v) Establish and maintain an ombudsperson position; or a trained staff person whose responsibility is resolving complaints, including adherence to CBA and adherence to ADA and Article VI of the Civil Rights Act.:
- w) Train Customer Services Center staff on client and Interpreter Service eligibility for services per HCA's benefit services package described in WAC 182-5801-0060; <http://apps.leg.wa.gov/wac/default.aspx?cite=182-501-0060>
- x) Notify HCA and post online two (2) business days prior to any system outage or closure of the Customer Service Center and; provide notification within twenty-four (24) hours of when an outage/closure occurred due to an unplanned emergency/disaster.
- y) The Contractor may close the Customer Service Center in observance of Washington State observed legal holidays as defined by RCW 1.16.050.

C. Information Requirements. The Contractor must:

- a) Provide and maintain an HCA approved internet website for Requestors to access information pertaining to Interpreter Services. At a minimum, the website shall contain the following:
 - i. A link to the on-line scheduling system.
 - ii. Information related to the Interpreter Services program.
 - iii. A link to the HCA Interpreter Services webpage.
 - iv. Contractor's contact information including telephone numbers, mailing and physical addresses, email addresses, and fax numbers.
 - v. All policies and processes related to interpreters and requestors
 - vi. Multi-media training materials including frequently asked questions and responses; provider manuals and brochures, videos etc.
 - vii. Instructions on how to obtain Interpreter Services program information in non-English and non-spoken languages.
 - viii. A list of all languages available per this contract; including a list by county and number of interpreters for each language by county. Lists must be updated before the start of every quarter. Beginning October 1, 2018.
 - ix. A list of languages under active recruitment; by county and number of interpreters for each language by county. Lists must be updated before the start of every quarter, beginning October 1, 2018.
- b) Notify the HCA Program Manager of any substantial changes to website content or processes via email. HCA reserves the right to request to review these documents five (5) business days before posting

- c) Provide a document with information of the Union's exclusive recognition and the Union security provision to Interpreters within fifteen (15) days of the Interpreter entering the bargaining unit.
- d) Provide a link to the current CBA on the Contractors website.
- e) HCA reserves the right to request modifications to the Contractor's website.

D. Requestor Outreach, Training & Education. The Contractor must:

- a) Provide outreach, technical assistance, training and orientation to Requestors to access the Interpreter Services program. Emphasis will be put on the following:
 - i. The availability of Interpreters;
 - ii. Client eligibility for these services;
 - iii. Authorized Requestor and Interpreter complaint process;
 - iv. How to access, navigate, schedule, review and cancel appointments using the web-based scheduling system;
 - v. How to use the Contractor's web site to review procedures, policies and trainings;
 - vi. Sign and agree to the procedures and policies outlining the roles and responsibilities of Requestors on an annual basis.
 - vii. Identify and tailor training and outreach to accommodate high volume requestors;
 - viii. How to appropriately utilize an interpreter during Medicaid scheduled appointments;
 - ix. Identify the appropriate ASL interpreter to meet the specific needs of the Deaf and Deafblind client;
 - x. Training and requirements of completing the check in/out process
 - xi. The Authorized Requestor reimbursement process
- b) Provide targeted trainings to increase provider utilization. This includes specific regions, provider types, appointment types, organizations and other factors;
- c) Begin conducting requestor training no later than thirty- days (30) after execution of the contract start date;
- d) Offer at least four (4) widely advertised requestor-training sessions per year. Related costs shall be borne by the Contractor.
- e) Additional online-based trainings, including live webinar-style trainings should be actively pursued.
- f) HCA reserves the right to review and approve all trainings and material, and require the Contractor to conduct additional trainings.

E. Contracting with Interpreters. The Contractor must:

- a) Provide Interpreter Services through direct written Contracts with Interpreters for in-person appointments.
- b) Provide Orientation and Training for performing services under this Contract. This includes ensuring subcontracted Interpreters receives the required orientation prior to providing services under this Contract. The Orientation must include all of the following:
 - i. Eligibility requirements for block-time scheduled appointments;
 - ii. Social Services appointments;
 - iii. Medicaid eligible appointments;
 - iv. Travel reimbursement requirements; and
 - v. Facility appointments.
- c) Require Interpreters to complete the appointment record either electronically or in paper form.
- d) Require Interpreters to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- e) Maintain proof that subcontracted Interpreters have completed all required documents to provide services under this contract:
 - i. Are DSHS Certified, Authorized, or Recognized by DSHS for spoken languages (documentation required).
 - ii. Are RID Certified, Authorized, or Recognized (for Sign Language Interpreters).
 - iii. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number.
 - iv. Sign and comply with the [DSHS Language Interpreter and Translator Code of Professional Conduct](#);
 - v. Sign and comply with the [RID-NAD Code of Professional Conduct](#);
 - vi. Sign and comply with the corrective action policy;
 - vii. Interpreters must provide a signed copy and adhere to the HIPAA requirements, as set forth in the General Terms and Conditions of this Contract.
 - viii. Completed copy of a Washington State background check.
- f) Have an HCA approved monitoring plan for subcontracted Interpreters. The monitoring plan must provide at a minimum the following information annually to the Agency:
 - i. A signed copy of The Language Interpreter and Translator Code of Professional Conduct, WAC 388-03-050 Exhibit D, Interpreter Code of Ethics.

- ii. A signed copy of the interpreter's role and responsibility when providing interpretation services under this contract.
- iii. Copy of a Washington State criminal background checks.
- iv. A signed copy of the complaint and corrective action policies.
- v. Copies of RID certified or DSHS Certified, Authorized, Recognized certifications or authorization letters.
- vi. Complete copy of annual immunization records as required by the contract.
- vii. Other documents as deemed necessary by the Contractor or HCA

F. Processing appointment. The Contractor must:

- a) Provide a secure web-based portal for requesting, cancelling and verifying appointments for Interpreter Services for the Requestor, including a mobile device application or mobile friendly website.
- b) Provide a secure web-based portal for accepting, returning and approving appointments for the subcontracted Interpreter including a mobile device application or mobile friendly website.
- c) The secure web-based scheduling portal must have the capacity to allow requestors to:
 - i. Input, edit, and cancel appointments, including returned or unfilled appointments.
 - ii. Copy or duplicate requests into a new appointment that can be edited as needed.
 - iii. Select the language and type of interpretation needed.
 - iv. Provide Requestors the capability to select their administration origin:
 - 1) HCA; or,
 - 2) DSHS.
 - v. Request a specific interpreter: such as gender, cultural requirements, medically necessary, or other criteria deemed necessary by the provider.
 - 1) It is medically necessary to assign a specific Interpreter to an appointment as documented in writing by the medical provider; and the medical reason for requesting a specific Interpreter originates from a health care provider/DSHS staff, not his/her staff;
 - 2) For Continuity of Care, as documented in writing by the health care provider/DSHS staff;
 - 3) For gender specific requests, as documented in writing by the health care provider/DSHS staff;
 - 4) For religious or cultural specific requests, as documented in writing by the health care provider/DSHS staff;

- 5) When necessitated by the age of the client;
 - 6) Pediatric Private Duty Nursing sessions in the home setting, in which the treatment plan requires frequent communication, such as when the child's care needs are changing, where a change in interpreter will impact the health outcome or effectiveness of the interaction;
 - 7) Applied Behavior Analysis therapy sessions; ~~or~~
 - 8) Cancer treatments as requested by the medical provider; or
 - 9) For deaf and deafblind as requested by provider/client.
- vi. Obtain and confirm appointment information in a daily summary format or by individual appointment that includes at a minimum:
 - 1) If the request can or cannot be filled as requested;
 - 2) If the appointment is still in a pending status;
 - 3) If the appointment has been returned by interpreter.
 - vii. Generate notifications to Requestors in multiple formats such as email, text message, alerts or other notifications. Allow Requestors to self-select the notification format.
 - viii. Send notifications to the Requestor when an appointment is unable to be filled within 48 hours.
- d) Allow the requestors to pull real-time reports/data from the online scheduling system of all appointments or ranges of appointments for their provider/facility by;
 - i. Client/patient;
 - ii. Language;
 - iii. Appointment type;
 - iv. Date(s);
 - v. Filled or not filled;
 - vi. Returned appointments, including the date/time; and
 - vii. Other data elements as determined necessary by the Contractor or HCA.

G. The secure web-based portal must have the capacity to allow interpreters to:

- a) Review and accept appointments;
- b) Review pending jobs;
- c) Return appointments prior to twenty-four (24) hours;

- d) Obtain and confirm appointment information and download to ical or calendar through a software program;
- e) Approve appointments for payment;
- f) Dispute appointment times;
- g) Review payment invoices; and
- h) Review and respond to complaints.

H. Contractor Timeframe. The Contractor must:

- a) Process requests for Interpreter Services Sunday through Saturday, twenty-four (24) hours a day, seven (7) days a week.
- b) Post requests to the web-based scheduling system immediately; or the next business day when the request is received via email, telephone or facsimile.
- c) Contractor must provide real time updates on the status of requests to include whether they:
 - i. Have been filled;
 - ii. Are pending to be filled, including how long it has been pending;
 - iii. Have been returned by the Interpreter, including when it was returned;
 - iv. Have been canceled by the Requestor; and/or
 - v. Other status as needed.
- d) Unless requested in writing from HCA program staff, the Contractor must respond to HCA by close of business within these deadlines:
 - i. Five (5) business days for all:
 - 1. Written requests for information.
 - 2. Requested reports.
 - 3. Changes and edits for training and programming proposals.
 - 4. Additional requests as documented in writing by the HCA program staff.
 - 5. Corrective Action Plans (CAP) s.
 - ii. Twenty-four (24) business hours for all:
 - 1. Initial responses to Complaints reported.

2. Initial notification of accidents or incidents affecting the health and safety of Medicaid or DSHS Clients

3. Requests for information during established legislative session

I. Pre scheduled requests. The Contractor must:

- a) Provide an automated notification when a request has not been filled within the timeframe self-selected by the authorized requestor, and no later than two (2) days prior to the scheduled appointment.
- b) Confirm whether the Authorized Requestor wants to cancel the request or leave it open. If left open and unfilled, the Authorized Requestor is solely responsible to obtain an independent interpreter at their expense.

J. Urgent Request. The Contractor must:

- a) Provide status notifications to the Authorized Requestor on the following schedule:
 - i. Twenty-Four (24) hours prior to the scheduled appointment;
 - ii. Four (4) hours prior to the scheduled appointment;
 - iii. Thirty (30) minutes prior to the scheduled appointment
- b) Use the notification method self-selected by the Authorized Requestor.
- c) Confirm whether the Authorized Requestor want to cancel the request or leave it open at each notification. If left open and unfilled, the Authorized Requestor is responsible to obtain an independent interpreter at his or her own expense.

K. Contractor Pre-Appointment Review and Verification. The Contractor must:

- a) Ensure that Requests for Interpreter Services are filled only for Medicaid enrollees receiving Medicaid covered services included in their benefit services package, according to the received ProviderOne data. Contractor is financially responsible for any Interpreter Service provided to ineligible clients or services.
- b) Ensure that Requests for Interpreter Services are filled only for DSHS Authorized Requestors for a DSHS Social Service appointment. The Contractor is financially responsible for any Interpreter Service provided for ineligible services.
- c) Screen Urgent medical appointments received more than twenty-four (24) hours in advance for eligibility, including validating the client and service, prior to providing Interpreter Services. Reject any requests that are for non-Medicaid enrollees or for ineligible services.

L. Denials & Exceptions to a request

- a) The Contractor must deny the request if:
 - i. It does not come from an HCA or DSHS Authorized Requestor;
 - ii. It is not for a Medicaid eligible client;

- iii. It is for a service not included in the Medicaid eligible client's benefit service package;
 - iv. It is not for a DSHS Social Service job.
- b) The Contractor must request an exception from DSHS for DSHS Social Service appointments that require an Interpreter to travel more than one hundred (100) miles.
- c) Exceptions. HCA may pay a claim denied by ProviderOne if:
- i. Date of death precedes date of service;
 - ii. Direct Bill to provider exceeds ninety (90) days uncollected; or
 - iii. Change in benefit eligibility not visible within forty-eight (48) hours of appointment start time.

M. Policies and Procedures

The Contractor must have documented policies, procedures and/or manuals. The manuals must be reviewed and updated annually, or when changes occur. All policies, procedures, and manuals must be available to HCA upon request. At a minimum, the contractor must have the following:

- a) Operations manual that documents the Contractor's operation procedures, and a Subcontractor Manual that documents all Contractor policies and procedures that are requirements of subcontracted interpreters to perform work under this contract. The operations and subcontractor manuals will include at a minimum:
- i. Accessing the online system;
 - ii. Scheduling process;
 - iii. Billing process;
 - iv. Communication plan;
 - v. Incident resolution process;
 - vi. Dispute process;
 - vii. Policies; and
 - viii. Training.
- b) Requestor Orientation and training materials including requirements of requesting and billing for interpreter services. The materials will include at minimum:
- i. Navigating the online system;
 - ii. Scheduling and cancelling appointments;
 - iii. Billing process;

- iv. Reimbursement process:
 - v. Communication plan; and
 - vi. Incident resolution/complaint process.
- c) Confidentiality and Nondisclosure policies and/or procedures that ensure compliance with all state and federal Confidentiality and Nondisclosure requirements.
- d) All interpreter and requestor trainings and webinars available on their website.
- e) Develop a Quality Assurance Plan (QAP): that describes methods for monitoring, tracking and assessing the quality of services provided under this Contract. The QAP must also describe how the Contractor will identify and resolve issues related to Interpreter quality and/or performance, as well as Requestor/service provider/client initiated concern and/or complaint.
- f) Disaster Preparedness and Recovery Plan that ensures, at minimum:
- i. The ability to continue receiving Interpreter service requests and other functions required in this contract in the event the Contractor's Customer Service Center is rendered inoperable;
 - ii. Documentation of emergency procedures that include steps to take in the event of a natural disaster; and
 - iii. Provisions to ensure employees at the Customer Service Center are familiar with the emergency procedures.
- g) Develop Complaint and Corrective action policies for dealing with a subcontractor or an Interpreter who has complaints made of them; violates the Code of Professional Conduct; or whose behavior may require corrective action.
- i. The complaint policy must:
 1. Be made available to all Interpreters upon request;
 2. Include procedures for receiving, tracking and responding to complaints;
 3. Include procedures to document and maintain records of all complaints received;
 4. Include procedures for resolving complaints that includes at a minimum the participation of the Contractor's Ombudsperson or assigned staff person to resolve complaints;
 5. Include the requirement that the Contractor must notify an Interpreter within ten (10) business days of receipt of any complaint by any Requestor or Client; and
 6. Include methods for the Interpreter to respond to the complaint before any intervention or corrective action is imposed, unless public health or safety is at risk (which mandates immediate resolution).
 - ii. The corrective action policy must:

1. Delineate appropriate corrective action steps which at a minimum, include the following progressive sequence of interventions;
 2. Counseling or verbal warning;
 3. Written warning;
 4. Temporary suspension of services, or ability to subcontract;
 5. Time-limited suspension of services, lasting no more than six (6) months, depending on severity; and
 6. Termination of the contract with the Interpreter.
- iii. The Contractor must provide written notice to the Interpreter within three (3) business days if any of the above corrective actions specified in (b) (iv.) - (vi.) above are taken.
 - iv. Notify HCA Interpreter Services Program Manager within twenty-four (24) hours, if an Interpreter must be immediately suspended to protect health and safety,
 - v. Include submittal of an initial written report documenting any allegations of misconduct by an Interpreter by the end of the next business day to the Interpreter Service Program Manager, or successor;
 - vi. Include submittal of a final formal report, complete with actions taken, to the HCA Interpreter Services Program Manager, designee or successor within seven (7) business days;
 - vii. Require immediate notification to the HCA Interpreter Services Program Manager, of any request by contractor to terminate an Interpreter because of the Contractor's corrective action policy.

N. Interpreter Services Tracking and Documenting Requirements

- a) The Contractor must establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractors Interpreter Service data related to the work performed under this contract. The system must:
 - i. Be user friendly and have an administrator user interface available to HCA staff to view and access all data.
 - ii. Provide and produce real-time data and pre-established "canned" reports available on-demand.
 - iii. Have the capacity to generate adhoc reports.
 - iv. Have the capacity to add any new reports at the request of HCA.
 - v. Capture, document, and maintain data for the following at a minimum;
 1. Organizational Index Code;

2. Control Number. The Control Number shall be used to track the Request through the ProviderOne billing system from the time of Request through the appointment and the billing/payment process;
3. Client's full name, or identifier, county of residence
4. Client's ProvideOne ID number;
5. Authorized Requestor's full name;
6. Authorized Requestor's contact information;
7. Date of request;
8. Date and time requested for;
9. Appointment Street Address;
10. Language requested;
11. Approval or denial of service Request, including name of staff making determination, and the reason for denial;
12. All data fields for an appointment request when payment is issued for interpreter services, that includes but not limited to:
 - (i) Interpreter assigned date and time;
 - (ii) Interpreter's full name;
 - (iii) Date and time services were performed;
 - (iv) Dollar amount of Interpreter Service units billed;
 - (v) Dollar amount of Interpreter Service travel units billed; and
 - (vi) Amount authorized for other fees incurred (parking, ferry, tolls, etc.).
13. All data fields related to authorized Requestors, including but not limited to:
 - (i) Name;
 - (ii) Address;
 - (iii) NPI;
 - (iv) Tax ID;
 - (v) Appointments requested; and
 - (vi) Any complaints filed.
14. All data fields related to subcontracted Interpreters

- (i) Name;
 - (ii) Address;
 - (iii) Language(s);
 - (iv) Number of Appointments accepted;
 - (v) Number of Appointments returned;
 - (vi) Appointments paid; and
 - (vii) Any complaints received.
- vi. The system must at a minimum:
1. Identify an approved request as “pending” until an Interpreter is assigned to the appointment;
 2. Identify the request as “filled” and include the name of the Interpreter when an Interpreter is assigned to the appointment;
 3. Identify the request as “unfilled,” when an approved request remains unassigned after the requested appointment time. The Contractor must provide detailed documentation as to the reason the appointment became or remained unfilled;
 4. Identify each filled request as “canceled” when an appointment is canceled any time prior to the appointment date and time. Each time an appointment is canceled, document the following:
 - (i) Service request Control Number assigned;
 - (ii) Date and time the appointment was canceled;
 - (iii) Who canceled the appointment; and
 - (iv) Reason the appointment was canceled.
 5. Identify each appointment where one or more required party (Client/Requestor/Interpreter) does not show for an approved appointment as:
 - (i) “Client no-show”;
 - (ii) “Requestor no-show”;
 - (iii) “Interpreter no-show”.

O. Required Reports for IS Program Monitoring

- a) The Contractor must submit the following monthly reports electronically to HCA by the twentieth (20th) calendar day of the month following the month of service unless otherwise approved by the HCA Interpreter Services Program Manager, designee or successor.

i. Monthly Customer Services Center Report

1) The Contractor shall submit a Customer Services Center summary report that identifies the following telephone data for the normal business hours (Monday through Friday, eight (8) hours a day minimum):

(a) Total number of calls;

(b) Total number of incomplete calls;

(c) Average daily phone calls abandoned, listed by:

(i.) Incoming; and

(ii.) From queue;

(d) Average speed of answer (total seconds of delay divided by total number of calls);

(e) Percentage of calls answered within thirty (30) seconds (measured from the end of the Contractor's Interpreter Services greeting message);

(f) Average call length;

(g) Average after-call work time;

(h) Average daily phone calls received;

(i) The number of calls completed; and

(j) The amount of time the telephone system was inoperable in excess of one (1) hour per incident.

ii. Monthly Interpreter Services Data Report: The Contractor must:

1) Submit Interpreter Services data (~~non-ASL~~) that identifies:

(a) Monthly total numbers, by spoken language for:

(i.) Total requests;

(ii.) Filled requests;

(iii.) Unfilled requests;

(iv.) No-shows;

(v.) Cancelled appointments;

(vi.) Interpretation time billed.

(b) Monthly unduplicated number of Clients served for:

- (i.) The reporting month;
- (ii.) Contract year to date cumulative.

(c) Monthly Interpreter Service data report that identifies:

- (i.) Date of request;
- (ii.) Requestors name;
- (iii.) Requestors location;
- (iv.) Requestors contact phone number;
- (v.) Date of request;
- (vi.) Time of request;
- (vii.) Job status;
 - (1) Filled;
 - (2) Cannot fill;
 - (3) Cancelled; and
 - (4) No show.
- (viii.) Interpreter unique identifier/name;
- (ix.) Language/ASL
- (x.) Actual start and end time of job;
- (xi.) Number of units completed;
- (xii.) Paid amount; and
- (xiii.) Date paid by HCA.

2) Submit Interpreter Services data for Contracted ASL that identifies:

(a) Monthly total number, by language for:

- i. Total requests;
- ii. Filled requests;
- iii. Unfilled requests;
- iv. No-shows;

- v. Cancelled appointments; and
- vi. Interpretation time billed.

(b) Monthly total numbers for Reimbursed ASL:

- i. Total requests;
- ii. Filled requests;
- iii. Date of Service;
- iv. Interpreter unique identifier/name;
- v. Interpretation time billed;
- vi. RID certification; and
- vii. Total amount paid.

iii. Monthly Complaint Report: The Contractor must submit complaint data that identifies:

- 1) The number and percentage of complaints compared to total number of Interpreter services provided.
- 2) Additional information, including but not limited to specific complaints, as requested by HCA.

iv. Quality Assurance Report:

The Contractor must submit annually on July 1, a Quality Assurance Report that summarizes the information collected per the Quality Assurance plan and describes how the information will be used to improve service delivery, including a timeline for such improvements. The first annual report is due on July 1, 2019.

v. Outreach Activities Report:

The Contractor must submit annually on July 1, an Outreach Activities Report (OAR) that summarizes outreach activities. The first report is due on September 1, 2018 and the first annual report is due July 1, 2019. The OAR will include at a minimum the following:

- 1) Name of organization that outreach was provided to;
- 2) Date of outreach activity;
- 3) Description of the outreach activity;
- 4) Focused languages of outreach; and
- 5) Outcome of outreach including the number of interpreters and languages.

vi. Other Reports:

HCA reserves the right to request other specific reports not identified herein. If the information is readily available by the Contractor, and in a format easily accessible by HCA, the report shall be due within three (3) business days. If the report requires further processing by the Contractor, i.e. system coding, or querying of data, the due date will be negotiated in writing between HCA and the Contractor.

Attachment 1

Confidential Information Security Requirements

A. Definitions

In addition to the definitions set out in Section 2 of this Contract K for Services, the definitions below apply to this Attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of 8 characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

B. Confidential Information Transmitting

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

C. Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

a. Data at Rest:

- i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- ii. Data stored on Portable/Removable Media or Devices:
 - Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
 - HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 3. Keeping devices in locked storage when not in use;
 4. Using check-in/check-out procedures when devices are shared;
 5. Maintain an inventory of devices; and

6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

D. Confidential Information Segregation

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

a. The HCA Confidential Information must be kept in one of the following ways:

- i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
- ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
- iii. in a database that will contain only HCA Data; or
- iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
- v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

E. Confidential Information Shared with Subcontractors

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

F. Confidential Information Disposition

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section C, above. Destruction of the Confidential Information as outlined in this

section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.